

BK: 2025 PG: 1177  
Recorded: 5/14/2025 at 3:43:24.0 PM  
Pages 7  
County Recording Fee: \$37.00  
Iowa E-Filing Fee: \$3.69  
Combined Fee: \$40.69  
Revenue Tax: \$0.00  
BRANDY L. MACUMBER, RECORDER  
Madison County, Iowa

INSTRUMENT PREPARED BY:	Brian D. Torresi, 120 S 16 <sup>th</sup> St., Ames, IA 50010 (515) 288-2500
RETURN TO:	Brian D. Torresi, 120 S 16 <sup>th</sup> St., Ames, IA 50010

**RESTRICTIVE COVENANTS AND REGULATIONS FOR  
THE QUILTED VILLAGE, PLAT 1,  
MADISON COUNTY, IOWA**

**WHEREAS**, the undersigned are the owners of Lots One (1) through Five (5) (each, a "Lot" or collectively, the "Lots") contained in The Quilted Village, Plat 1, Madison County, Iowa (the "Subdivision"); and

**WHEREAS**, the Lots shall be developed as single-family residential lots; and

**WHEREAS**, all of the Lots will be developed and governed by and in accordance with these restrictive covenants and regulations; and

**WHEREAS**, for their own protection and for the benefit of subsequent owners of said Lots within said Subdivision, the said owner desires to restrict the use thereof in certain particulars;

**NOW, THEREFORE**, the parties hereto, in consideration of the covenants and agreements contained herein, by these presents, covenant, bargain and agree for themselves for their successors and assigns, as follows:

1. All Lots shall be known and described as residential lots and shall not be improved, used, or occupied for other than private single-family residential purposes.
2. All owners of Lots shall be members of The Quilted Village Property Owners Association, Inc. (the "Association"). The Association shall be governed by Bylaws and other organizational documents that set forth the duties and obligations of such owners with respect to the ownership of Lots within the Subdivision.
3. The residences to be constructed or to be permitted to remain on the Lots shall meet the following requirements:
  - a. One (1) story residences shall have a ground floor finished area of not less than two thousand five hundred (2,500) square feet.

- b. One and one-half (1½) story residences, two (2) story residences, and split-level residences shall have a total finished area on the ground floor of not less than two thousand (2,000) square feet and total finished area of not less than three thousand (3,000) square feet.
  - c. The computation of the total finished area shall not include porches, breezeways or garages.
- 4. No Lot shall be subdivided for the purpose of constructing more than one (1) residence per Lot; however, parts of Lots may be conveyed to adjoining owners for any other purpose.
- 5. No building, fence, wall or other structure shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition, change, or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing by the Board of Directors of the Association (the "Board"), or by an Architectural Committee appointed by the Board (the "Committee"). The primary guidelines for approval are that the plans and specifications reflect harmony of external design and location in relation to surrounding structures and drainage patterns in accordance with the storm water management plan. Notwithstanding anything herein to the contrary, approval of any plans and specifications may be granted or withheld in the sole and absolute discretion of the Board or the Committee. When dwellings have been constructed on all Lots within the Subdivision, the requirements imposed by this paragraph shall terminate.
- 6. The following restrictions shall also constitute covenants with respect to the Lots:
  - a. There shall be no mobile homes placed or erected on any Lot.
  - b. No pre-erected dwelling shall be moved to any Lot.
  - c. All dwellings on Lots must have, at a minimum, a double attached garage.
  - d. No more than twelve (12) inches of concrete block, poured concrete, or wood foundation shall be exposed on any building unless the exposed material is covered with brick, stone veneer, siding, or painted to match the siding.
  - e. Lots may have fences, the style of which shall be brick, wood, or vinyl. Any and all fences must be preapproved by the Board or the Committee prior to erection, and alternative fencing materials may be used if prior approval of such use is granted by the Board or the Committee. Notwithstanding anything herein to the contrary, fences may be placed on any Lot within the Subdivision that has an authorized swimming pool if the purpose of the placement of the fence is to secure the pool area (a "Security Fence") and the location of the Security Fence is limited to the area reasonably necessary to effectuate that purpose. Any said Security Fence must nonetheless be approved by the Board in accordance with Paragraph 5.

- f. All building structures or improvements of any kind must be completed within twelve (12) months of the commencement date of the construction. All excess dirt from the excavation shall be hauled from the Lot or used as a part of the final landscape plan. Any excess dirt, concrete, or other debris may not be placed on other land within the Subdivision.
- g. All finished Lots and house grades shall conform to the grading plan for the Subdivision which shall be obtained from the Board at the closing of the purchase of said Lots. Finished floor elevations must be submitted to the Board or the Committee for approval at the time of the submittal of the plans and specifications for construction in accordance with Paragraph 5.
- h. All mailboxes shall be placed in accordance with United States Postal Service regulations. Individual mailboxes will not be permitted. Cluster mailboxes will be provided by the United States Postal Service.
- i. No above ground or non-permanent swimming pool shall be permitted on any Lot.
- j. No building or structure of temporary character and no trailer, basement, tent, shack, garage, or outbuilding shall be used at any time as a residential dwelling on any Lot, either temporarily or permanently. Tool sheds, utility buildings or play houses may be placed on any Lot; however, the area of said auxiliary structures shall not exceed one hundred forty-four (144) total square feet and said auxiliary structures shall be constructed using materials that are the same or substantially similar in type and quality to those materials used to construct the primary dwelling. Any and all plans and specifications for any proposed tool sheds, utility buildings or play houses must be submitted to the Board and/or the Committee for review in accordance with the Paragraph 5 and the construction of said improvements shall not commence unless and until approved in accordance with said Paragraph 5.
- k. No rubbish containers shall be visible from the street except on pickup day and one (1) day before and one (1) day after pickup day. Construction waste containers shall be exempt from this provision; however, the builder or Lot owner shall be responsible for keeping the construction debris contained on the Lot and in the construction waste containers.
- l. No extension towers or antennas of any kind shall be constructed, modified, or permitted on any Lot except television or radio antennas of less than ten (10) feet are permitted on dwellings or garages. Satellite dishes or parabolic devices in excess of thirty-six (36) inches in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dishes or parabolic devices shall be mounted on the rear elevation or the rear half of the side elevation only. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation.

- m. No noxious or offensive activities or odors shall be permitted on or to escape from any Lot, nor shall anything be done on any Lot which is or may become an annoyance or nuisance, either temporarily or permanently.
- n. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot if they are kept, bred, or maintained for commercial purposes.
- o. Following construction of the residential dwelling on any Lot, the front yard and side yards shall be sodded. Twenty-five (25) feet of the rear yard, measured from the rear of the dwelling, shall be sodded. The remainder of the yard shall be seeded or sodded. The requirement for sod shall be waived where a permanent underground irrigation system is installed on the Lot. In addition to seeding and sodding, the builder or Lot owner shall expend a minimum of three thousand dollars (\$3,000.00) for landscaping. All street trees shall be planted within twelve (12) months of the issuance of a certificate of occupancy.
- p. Where Madison County, Iowa (the "County") requires the construction of public sidewalks, the sidewalks shall be constructed within twelve (12) months following the sale of any Lot or at the time of occupancy of any dwelling on a Lot, whichever occurs first.
- q. All retaining walls shall be constructed of stone, concrete, or masonry product.
- r. Roof materials should be slate, tile, cedar shakes, metal, or composite shingles. Composite shingles shall be architectural grade, minimum thirty (30) year warranty. Shingle colors shall be compatible with and complimentary to the exterior materials and colors. Metal accents are permitted, but white or white blend roof materials are not permitted or acceptable. Notwithstanding, alternative roofing materials, including, but not limited to, solar panels, may be used if prior approval of such use is granted by the Board or the Committee in accordance with Paragraph 5.
- s. All outdoor light fixtures shall be designed, installed, and maintained to prevent light trespass beyond the boundaries of the Lot. "Full cutoff" outdoor light fixtures which emit no light at or above the horizontal plane of the fixture shall be utilized for all dusk to dawn light fixtures exceeding three hundred (300) lumens and for all manually switched or occupancy sensor switched fixtures exceeding one thousand (1,000) lumens.
- t. Each Lot owner shall take all necessary steps to control erosion from the Lot. All Lot owners shall implement appropriate erosion control measures before, during, and after construction. These measures may include silt fences, ground cover, and seeding over exposed areas. If, in the opinion of the Board, erosion is not properly controlled, corrective action may be taken and the costs assessed against the Lot owner.

- u. No motor vehicles shall be allowed on any Outlots. In the event of any damage to land, vegetation, or improvements on an Outlot that is traceable to a Lot, monetary damages shall be assessed against the Lot responsible for such damage and said damage shall be treated as an assessment for any and all applicable property owners associations to which the Lot is subject for the purpose of placing a lien against the responsible Lot.
- v. The topography of the Subdivision is such that surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Lot shall be subject to and benefitted by such easements as may exist from the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time; and all Lot owners shall have such rights and obligations with respect thereto as may be provided by such laws.
- w. Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The owner of any Lot shall be the solely responsible permittee for the Lot with respect to compliance with all terms, provisions, and requirements of any NPDES Storm Water Discharge Permit No. 2 and any storm water pollution prevention plan which includes the Lot. During the ownership of the Lot, the Lot owner shall protect, defend, indemnify, and hold the Board, the Association, and the other owners of the Lots harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs, and/or attorneys and consultant fees caused by, or in any manner related to: (1) any discharges of soil, silt, sediment, petroleum product, hazardous substances, or solid waste from the Lot; and/or (2) any alleged violation of any NPDES or storm water discharge rule or regulation.
- x. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded final plat of the Subdivision (the "Final Plat"). The Lot owner and/or the occupant of any Lot shall, jointly and severally, be liable for any and all expenses related to the upkeep, maintenance, and preservation of any part of a Lot where an easement is located, and said Lot owner and/or occupant shall, at all times, keep said easement area in good repair and condition and shall not interfere with or obstruct the easement area in any manner except for reasonable and customary ground cover and not woody vegetation. Any berm and/or swale constructed for drainage purposes shall be preserved and maintained to accomplish the purposes for which it was constructed.
- y. All Lots shall be kept neatly mowed and in good appearance, free from weeds, debris, and rubbish. Notwithstanding, the Board may identify areas on Lots that shall be landscaped in a prairie-style with native vegetation, and in said areas, Lots shall maintain a mowed lawn area of one (1) foot on each side of all paved surfaces and within sixty (60) feet around all structures.
- z. All setbacks, limitations, or other requirements or notes shown on or referenced in the Final Plat shall be deemed to control to the extent of any

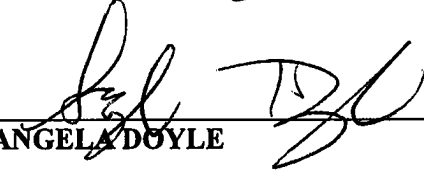
inconsistency thereof with the terms and conditions of the restrictive covenants and regulations herein.

- aa. Any and all improvements located on any Lot shall be maintained in good repair and appearance.
- 7. All of these restrictions shall be deemed to be covenants running with the land and shall endure and be binding upon all parties hereto, their successors and assigns, for a period of twenty-one (21) years from the date of the recording of these covenants, unless claims to continue any interest in the covenants are filed as provided by law.
- 8. In case of violation of any of the covenants, the County, or any person then owning a Lot in said Subdivision, is authorized to resort to an action of law or equity for relief, either by injunction or in damages, against the person so violating said covenants.
- 9. Invalidation of any of these covenants by judgment or court order shall in no way affect the validity of any of the other provisions, but they shall remain in full force and effect.
- 10. This instrument may be amended upon the recording of a written instrument executed by the owners of at least seventy-five percent (75%) of the Lots within the Subdivision. Any amendment to this instrument must be filed for record in the office of the Recorder of Madison County, Iowa. For the purposes of this Paragraph 10, each Lot shall be deemed to have one (1) owner, and each said owner shall be entitled to one (1) vote for each Lot owned.
- 11. The provisions of this instrument and any amendments hereto may be extended for an additional period beyond the initial twenty-one (21) year period upon the filing a verified claim in the office of the Recorder of Madison County, Iowa, within the initial twenty-one (21) year period.

**(SIGNATURE PAGE FOLLOWS)**

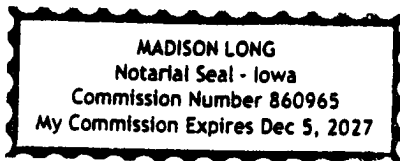
**SIGNATURE PAGE OF  
RESTRICTIVE COVENANTS AND REGULATIONS FOR  
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MADISON COUNTY, IOWA**

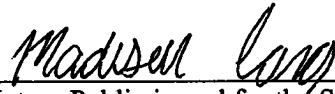
  
\_\_\_\_\_  
DANIEL DOYLE

  
\_\_\_\_\_  
ANGELA DOYLE

STATE OF IOWA, COUNTY OF MADISON, SS:

This record was acknowledged before me on this 13 day of May, 2025, by Daniel Doyle and Angela Doyle, husband and wife.



  
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Notary Public in and for the State of Iowa  
My commission expires 12/05/2027